

Provider Contract Policies and Procedures for Limited Health Service Benefit Plans

Agreements between an insurer or a limited health service organization and a provider must include the following provisions.

1. **"Hold Harmless"** clause for limited health service benefit plans, provides that a member is not responsible for payments to a provider under any circumstance, including:
 - Nonpayment of moneys due the providers by the managed care plan,
 - Insolvency of the managed care plan, or
 - Breach of the agreement,other than coinsurance amounts, deductible amounts, copayment amounts, and amounts for non-covered services — **KRS 304.17C-060(1)(a).**
2. **"Any Willing Provider"** clause, limited health service benefit plans shall not discriminate against any provider who is located within the geographic coverage area of the limited health service benefit plan and is willing to meet the terms and conditions for participation established by the limited health service benefit plan — **KRS 304.17C-050(2)(a).**
3. **"Soliciting Applications for Provider Participation"** clause, limited health service benefit plans shall allow all providers who desire to apply for participation in the plan an opportunity to apply at any time during the year or annually for those insurers that do not conduct a continuous provider enrollment period — **KRS 304.17C-050(2).**
4. **"GAG Rule"** omission of a clause. A limited health service benefit plan may not contract with a health care provider to limit the provider's disclosure to an enrollee, or to medical condition or treatment options. A limited health care provider shall not be penalized or a limited health care provider's contract be terminated, because the provider discusses medically necessary or appropriate care with an enrollee or another person on behalf of an enrollee.
 - a. The limited health care provider may not be prohibited by the plan from discussing all treatment options with the enrollee; and
 - b. Other information determined by the limited health care provider to be in the best interest of the enrollee may be disclosed by the provider to the enrollee, or to another person on behalf of an enrollee.
 - c. A limited health care provider shall not be penalized for discussing financial incentives and financial arrangements between the provider and the insurer with the enrollee — **KRS 304.17C-070.**

5. “**A survivorship**” clause that states the hold harmless clause and continuity of care clause shall survive the termination of the agreement between the provider and the limited service benefit plan — **KRS 304.17C-060(1)(b).**
6. An insurer shall process and pay dental claims in accordance with **KRS 304.17C-090.**
7. A clause requiring that, if a provider enters into any subcontract agreement with another provider to provide their licensed health care services to an enrollee of a limited health service benefit plan where the subcontracted provider will bill the limited health service benefit plan or subscriber or enrollee directly for the subcontracted services, then the subcontract agreement must meet all the above requirements and all such subcontract agreements shall be filed with the commissioner — **KRS 304.17A-527(1)(e).**
8. A clause, stating that, upon request, the insurer will provide or make available to a participating provider, when contracting or renewing an existing contract with such provider, the payment or fee schedule or other information sufficient to enable the provider to determine the manner and amount of payments under the contract for the provider’s services prior to the final execution or renewal of the contract and shall provide any change in such schedules at least 90 days prior to the effective date of amendment — **KRS 304.17C-060(1)(c).**
9. Any contract between an insurer and its pharmacy benefits administrator that requires claims to be submitted electronically, shall require that payment is to be made electronically to the participating provider or its designee for clean claims submitted electronically or if electronic payment is requested by the provider — **KRS 304.17A-705(2).**
10. An insurer may not reserve the right to terminate a provider contract without cause — **KRS 304.17C-050(3).**